

A. G. Contract No. KR92-2315-TRN
ECS File: JPA 92-88
TRACS No.: H 0360 04C/F 0222 (37)
Project: Agua Fria River Bridge
Section: Grand Avenue/Thompson
Ranch Road Intersection

AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THOMPSON RANCH DEVELOPMENT COMPANY, INC.

THIS AGREEMENT is entered into 11 January, 1992³,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and THOMPSON RANCH
DEVELOPMENT COMPANY, INC., acting by and through its BOARD OF
DIRECTORS (the "Developer").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, delegated to the undersigned the authority to execute
this agreement on behalf of the State.

2. The Developer is empowered to enter this agreement and
has by resolution, a copy of which is attached hereto and made
a part hereof, resolved to enter in to this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Developer.

3. The Developer requested the State to provide for the
connection of Thompson Ranch Road to Grand Avenue (US 60), at
the Thunderbird Road/Grand Avenue intersection as part of the
State's ongoing construction project, in order to accommodate a
railroad crossing at Thompson Ranch Road, all at the expense of
the Developer, herein referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State:

a. Has collected \$101,000 from the Developer as earnest money, and has incorporated the modified Project plans by change order and constructing a 70-foot-wide pavement section and radius returns for Thompson Ranch Road between the north edge of Grand Avenue and southside of the AT&SF tracks. The work also included the modifications to Grand Avenue to provide declaration/right turn lane and will be completed by Nesbitt Contracting Co., 1 January 1993.

b. Has refunded \$40,000 as requested by the District.

c. Will provide a detailed accounting of the Project and invoice or credit the Developer the balance within 30 days of execution of this agreement.

d. Will not be responsible for maintenance of Thompson Ranch Road upon completion of construction.

2. The Developer:

a. Will be responsible for the actual cost of the Project to be modified.

b. Has completed a design and traffic analysis, which has been concurred by the State

c. Has deposited \$101,000.00 with the State, and received a refund of \$40,000.

d. Will be responsible for contractor claims for delays or whatever reason for this Project.

e. Will be responsible for maintaining Thompson Ranch Road.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that any provisions herein for maintenance shall be perpetual.

2. This agreement shall become effective upon signature of both parties.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

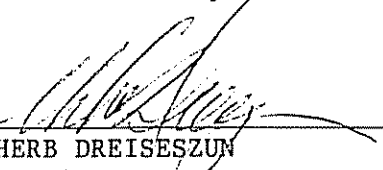
Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Thompson Ranch Development Company, Inc.
Attn: Herb Dreiseszun
2525 E. Arizona Biltmore Circle #125
P. O. Box 10775
Phoenix, AZ 85064

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**THOMPSON RANCH
DEVELOPMENT CO., INC.**

By 
HERB DREISESZUN
President

STATE OF ARIZONA
Department of Transportation

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Minutes of a Special Meeting
of the Board of Directors of
Thompson Ranch Development Company, Inc.

A special meeting of the Board of Directors of Thompson Ranch Development Company, Inc., an Arizona corporation, was held at the offices of the corporation, in Phoenix, Arizona, at 10:00 a.m. on August 13, 1992, pursuant to a Wavier of call and notice of said meeting.

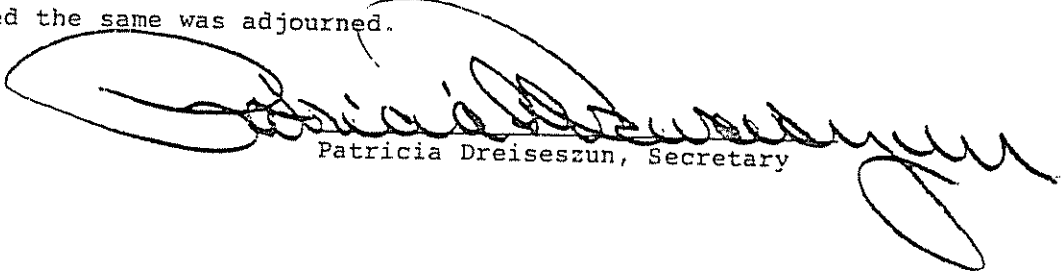
Mr. Herbert Dreiseszun presided as Chairman and Mrs. Patricia Dreiseszun recorded the minutes.

The Chairman stated that the corporation would soon undertake the construction of Thomspon Ranch Road in El Mirage, Arizona and in connection with that project the corporation would need to enter into a number of contracts for engineering and construction. He requested the board's authorization to enter into any and all contracts necessary to construct Thompson Ranch Road and the intersection at Grand Ave. and Thunderbird.

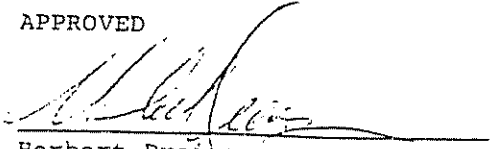
After due consideration on a motion duly made and seconded, the following resolution was unanimously adopted:

Resolved, that Herbert Dreiseszun acting in his capacity as Chairman and President of the corporation is hereby authorized to enter into any and all agreements on behalf of the Corporation for the construction of Thompson Ranch Road and the Grand Ave./Thunderbird intersection.

There being no further business to come before the meeting, on a motion duly made and seconded the same was adjourned.


Patricia Dreiseszun, Secretary

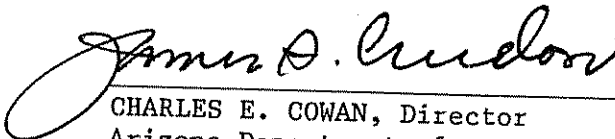
APPROVED


Herbert Dreiseszun
Chairman

RESOLUTION

BE IT RESOLVED on this 8th day of September 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Thomas Ranch Development Co., Inc. for the purpose of defining responsibilities for the redesign and construction of Thomas Ranch Road to connect with the Thunderbird Road and Grand Avenue intersection, in conjunction with the Grand Avenue Project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN, Director
Arizona Department of
Transportation